

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

08-*P*-2290

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT NO. 1 FOR A SOLE SOURCE AGREEMENT WITH JKR MAINTENANCE SERVICES, INC., FOR BUILDING MAINTENANCE SERVICES (I.E. MECHANICAL, AND ELECTRICAL) AT CITY HALL EAST, ON BEHALF OF THE EXECUTIVE OFFICES-OFFICE OF ENTERPRISE ASSETS MANAGEMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY-TWO THOUSAND, DOLLARS AND ZERO CENTS (\$222,000.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUND, 1001 (GENERAL FUND), DEPARTMENT 040405 (EXE. FACILITY MAINTENANCE), ACCOUNT 5222001, SERVICE REPAIR AND MAINTENANCE-BUILDINGS), 1565000 FUNCTION ACTIVITY (GEN. GOV-BLDGS/ & PLANTS), AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") entered into a contractual agreement with JKR Maintenance Services, Inc. ("Contractor"); and

WHEREAS, the initial term of the Contract was for 1 year 2 months effective October 1, 2007 through December 31, 2008 with a one (1) year renewal option to be exercised at the sole discretion of the City; and

WHEREAS, JKR Maintenance Services, Inc. continues to perform services under the contract satisfactorily; and

WHEREAS, the City desires to exercise its 1st option to renew the contract for an additional one (1) year; and

WHEREAS, in 2007 legislation No. 07-R-1884 authorized the contractual agreement with JKR Maintenance Services, Inc.; and

WHEREAS, the Department of Procurement certified JKR Maintenance, Services Inc. as the Sole Source vendor August 2, 2007; and

WHEREAS, JKR Maintenance Services, Inc. continues to meet the Sole Source requirements set forth in § 2-1191 of the City of Atlanta Code of Ordinances; and

WHEREAS, the Officer of the Office of Enterprise Assets Management and the Chief Procurement Officer recommend the execution of Renewal Agreement No. 1 with JKR Maintenance Services, Inc. for the contract, in an amount not to exceed Two Hundred Twenty-Two Thousand, Dollars and Zero Cents (\$222,000.00).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute Renewal Agreement No. 1 for a Sole Source Agreement with JKR Maintenance Services, Inc. in an amount not to exceed Two Hundred Twenty-Two Thousand, Dollars and Zero Cents (\$222,000.00).

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from 1001 (General Fund), Department 040405 (Exe. Facility Maintenance) Account 5222001, Service Repair and Maintenance-Buildings), 1565000 Function Activity (Gen. Gov-Bldgs/ & Plants).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of Renewal Agreement No. 1 for execution by the Mayor.

BE IT FINALLY RESOLVED, that Renewal Agreement No. 1 will not become binding on the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to JKR Maintenance Services, Inc.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation? The purpose of this legislation is exercise the 1st renewal option in an amount not to exceed Two Hundred Twenty-Two Thousand Dollars and Zero Cents (\$222,000.00). Per legislation no. 07-R-1884 that authorized the contractual agreement with JKR Maintenance Services, Inc. The Department of Procurement certified JKR Maintenance Services, Inc. as the Sole Source vendor on August 2, 2007. The new value of the contract is now Six Hundred, Seventy-Two Thousand dollars and zero cents (\$672,000.00).

2. Please provide background information regarding this legislation.

City Hall East (Formerly Sears) was built in 1926, since the buildings inception JKR Maintenance Services, Inc. has provided all Mechanical, and Electrical systems services, including any infrastructure issues that may arise. Due to the fact that this building is over 80 years old parts/equipment for the boiler and various mechanical systems are not readily available; JKR Maintenance has over 80 years of experience at rebuilding and repairing parts and equipment that is no longer being manufactured. This renewal will ensure that the building is operational until all tenants have moved out of City Hall East.

3. If Applicable/Known:

(a) Contract Type: Professional Services

(b) Source Selection: 1

(c) Bids/Proposals Due: 0

(d) Invitations Issued: 0

(e) Number of Bids: 0

(f) Proposals Received: 0

(g) Bidders/Proponents: 1

(h) Term of Contract: The contract term is for 1 year and two months with an option to renew for an additional 1 year period.

4. Fund Account Center: 1001 (General Fund), Department 040405 (Exe. Facility Maintenance), Account 5222001, Service Repair and Maintenance-Buildings), 1565000 Function Activity (Gen. Gov-Bldgs/ & Plants).

5. Source of Funds: General Fund

6. Fiscal Impact: The fiscal impact will be to the above account in an amount not to exceed Two Hundred Twenty-two Thousand Dollars and Zero Cents (\$222,000.00).

7. Method of Cost Recovery: N/A

This Legislative Request Form Was Prepared By: Perceta Watkins

BUILDING MAINTENANCE
AGREEMENT

THIS AGREEMENT ENTERED INTO BETWEEN:

JKR MAINTENANCE SERVICES, INC. (HEREINAFTER
P. O. BOX 55214 REFERRED TO
ATLANTA, GA 30308 AS "JKR")

AND CITY OF ATLANTA (HEREINAFTER
68 MITCHELL STREET REFERRED TO
ATLANTA, GA 30335 AS "CUSTOMER")

FOR THE BUILDING:

675 PONCE DE LEON AVE. N.E. (HEREINAFTER
ATLANTA, GA 30308 REFERRED TO
AS "BUILDING")

JKR MAINTENANCE SERVICES, INC. has partnered with the City of Atlanta since 1991, providing operations and maintenance services at City Hall East. Based on the upcoming relocation of City businesses to other facilities and financial constraints, JKR will assist in this endeavor by reducing their staffing levels and services, therefore, reducing costs. The present agreement continues until December 31, 2008 with an optional (1) year renewal. The current monthly billing amount is \$33,074.83. The proposed new monthly billing will be \$18,500.00 for the period January 1, 2009 through December 31, 2009.

6. Insurance. JKR shall maintain insurance of the following types and amounts:
 - (a) General Liability Insurance with Bodily Injury Limits of \$1,000,000 per each occurrence and \$2,000,000 in the aggregate. Property damage insurance of \$1,000,000 per each occurrence and \$1,000,000 in the aggregate;
 - (b) Worker's Compensation Insurance as per statutory limits by State;
 - (c) Automobile Liability Insurance with \$1,000,000 limits for each accident-single limit-bodily injury and property damage combined.
7. Liability for Loss. JKR shall be responsible for and shall indemnify and hold harmless Customer from and against any and all claims, demands, and liabilities or damages which may be suffered by, accrued against, be charged to or recoverable from JKR, its employees or agents in connection with the performance of the services hereunder.
8. Miscellaneous.
 - (a) This contract shall be construed in accordance with the laws of the State of Georgia;
 - (b) This contract constitutes the entire agreement among the parties and all additions or changes hereto shall be in writing;
 - (c) The continuing covenant of Customer contained in this contract shall survive the termination hereof;
 - (d) By the signature below, the individual executing this Contract on behalf of Customer warrants to JKR that he has full power and authority to execute this Contract and to thereby bind, jointly and severally, Customer (if other than owner of Building to the terms of this Contract);

(e) If any portion of this Contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable from all other portions of this Contract, and such other provisions shall constitute the agreement of the parties.

9. Compensation. Throughout the term of this Contract, Customer shall pay JKR the sum of no less than \$18,500.00 per month, Due to reduced work force, in the event of bad weather, equipment failure, etc., additional funds may be needed to cover extended overtime worked.

10. Payment. Payment shall be due 30 days from start date of contract.

IN WITNESS WHEREOF, this Proposal has been submitted for approval by JKR.

JKR MAINTENANCE SERVICES, INC.

CITY OF ATLANTA

BY JT Catlett

BY _____

TITLE President

TITLE _____

DATE 11-12-2008

DATE _____

Funds Available Inquiry (COA_MAB)

Selection Criteria

Budget
COA FUNDING BGT

Period
NOV-2008

Amount Type
Year To Date Extended

Encumbrance Type
ALL

Account Level
All

Funds Available (USD)

Summary	Account	Budget	Encumbrance	Actual	Funds Available
<input type="checkbox"/>	1001.040.405.5222001.1565000.00	205,212.02	26,796.92	25,589.74	206,419.20
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

Encumbrance Amounts

Commitment	Obligation	Other
0.00	26,796.92	0.00

Account Description

GENERAL FUND.EXE FACILITY MAINTENANCE .REPAIR & MAINTENANCE-BUIL.GEN GOV-BLDGS\ & PLANT.DEFAUL

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Perceta Watkins

Contact Number: 404-330-6569

Originating Department: Executive Offices/Office of Enterprise Assets Management

Committee(s) of Purview: Finance /Executive Committee

Chief of Staff Deadline November 12, 2008

Anticipated Committee Meeting Date(s): November 25-26, 2008

Anticipated Full Council Date: December 1, 2008

Legislative Counsel's Signature: Adrian L. Jackson

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

CAPTION

**A RESOLUTION
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Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 11.12.08 Reviewed by: 11/14/08
(date) (date)

Submitted to Council: _____